

REMARKS

Applicants respectfully request reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow. Applicants respectfully request the foregoing amendments be entered, at least because they narrow the issues for appeal.

Status of the claims

Claims 1, 2, 4-18, 20-34 and 36-57 were pending in the subject case. With this response, claims 1, 17 and 33 are amended. Support for the amendments can be found at least in the specification on page 16, lines 11-27, and page 18, lines 11-26. No new matter has been added.

Upon entry of this paper, claims 1, 2, 4-18, 20-34 and 36-57 will be pending. These claims are presented for reconsideration.

Rejections under 35 U.S.C. § 103

The Office Action rejects claims 1-2, 4-9, 12-15, 17-18, 20-25, 28-31, 33-34, 36-41, 44-47, 50-51, 53-54 and 56-57 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Publication No. 2003/0018878 to Dorward *et al.* ("Dorward") in view of U.S. Publication No. 2003/0158980 to Mizuno ("Mizuno") and further in view of U.S. Patent No. 6,965,646 to Firestone ("Firestone"). The Office Action rejects claims 10-11, 26-27 and 42-43 under 35 U.S.C. § 103(a) as being unpatentable over Dorward in view of Mizuno and Firestone and further in view of U.S. Publication No. 2003/0118107 to Itakura *et al.* ("Itakura"). The Office Action rejects claims 16, 32, 48, 49, 52, and 55 under 35 U.S.C. § 103(a) as being unpatentable over Dorward in view of Mizuno and Firestone and further in view of U.S. Publication No. 2003/0169759 to Asai ("Asai"). Applicants respectfully traverse these rejections for at least the following reasons.

Independent claim 1, as amended, with corresponding features in independent claims 17 and 33, recites "wherein the processor is further configured to execute instructions to examine maximum values of a packet size allowed by a connection related to communication,

and set a smallest size among said packet size maximum values as a representative value of an allowable packet size, and divide the original data into blocks of a size based on a multiple of the representative value of the maximum packet size and allot divided blocks to said plurality of connections separately.” The Office Action on page 4 recognizes that Dorward and Mizuno fail to disclose the features of claim 1 regarding examining maximum values of a packet size allowed by a connection related to communication and further processing based on the examining, but supplies Firestone for curing the deficiencies of Dorward and Mizuno. Applicants submit, however, that Firestone does not disclose the above quoted feature of independent claim 1.

Firestone is directed to “reformatting MPEG files to increase transmission performance in a network.” (Firestone at 1:6-10.) More precisely, in the portion of Firestone cited by the Office Action, Firestone describes fragmenting or aggregating media packets based on an optimal network packet size:

The packetizer 104 will fragment or aggregate media packets into network packets according to their respective sizes. Media packets are generally described as constant-sized packets containing either video or audio data. Specifically, if the size of a media packet in media file 102 is larger than the optimal network packet size, the packetizer 104 will fragment the large media packet into two or more successive network packets. On the other hand, if the size of a media packet in media file 102 is smaller than the optimal network packet size, packetizer 104 may aggregate two or more media packets into a single network packet—so long as this would not place a start code at a forbidden location within the RTP packet.

(Firestone at 2:49-61; emphasis supplied.) Thus, in the case of a media packet larger than the optimal packet size, Firestone teaches fragmenting the packet into smaller packets. Conversely, in the case of a media packet smaller than the optimal packet size, Firestone teaches aggregating two or more such packets to create a larger packet more commensurate with the optimal packet size.

Firestone, however fails to disclose “set[ing] a smallest size among said packet size maximum values as a representative value of an allowable packet size, and divid[ing] the original data into blocks of a size based on a multiple of the representative value of the maximum packet size and allot[ing] divided blocks to said plurality of connections

separately,” as recited in independent claim 1, with corresponding features in independent claims 17 and 33. As described for example in paragraph [0079] of the published application, the “processing unit 1-2 examines a maximum packet size usable in each of the TCP connections and sets a smallest one of the respective maximum packet sizes as a representative value to be used when using each TCP connection.” Firestone does not set the smallest size among packet size maximum values as a representative value of an allowable packet size, and then *divide* the original data into blocks of a size *based on a multiple of the representative value* of the maximum packet size and *allot divided blocks to said plurality of connections separately*. Rather, Firestone merely teaches fragmenting or aggregating media packets based on an optimal network packet size, which cannot be reasonably interpreted as equating to the above-mentioned claim limitation. Thus, Applicant respectfully submits that Firestone does not cure the deficiencies associated with Dorward and Mizuno.

Itakura and Asai were cited for disclosing other features of the claims, but fail to cure the deficiencies of Dorward, Mizuno and Firestone.

The dependent claims are patentable for at least the same reasons as their respective independent claims as well as for further patentable features recited therein.

CONCLUSION

Applicants believe that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing or a credit card payment form being unsigned, providing incorrect information resulting in a rejected credit card transaction, or even entirely missing, the

Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicants hereby petition for such extension under 37 C.F.R. § 1.136 and authorize payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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